

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION**

In re:

LEV GOLDFARB and  
LYDMILA ROGALIN,

Debtors

**Chapter 13  
Case No. 16-12339-FJB**

EUGENE PELIKHOV,

Plaintiff,

v.

GOLD AND FARB, INC.,  
LEV GOLDFARB,  
ALEXANDER GOLDFARB and  
LYDMILA ROGALIN,

Defendants.

**Adversary Proceeding  
No. 16-1131-FJB**

**Adversary Proceeding  
No. 16-01168-FJB**

**CONSENT JUDGMENT**

Plaintiff Eugene Pelikhov and the Defendants, by and through their undersigned counsel, hereby stipulate to the entry of judgment in favor of Pelikhov according to the following terms:

1. Judgment shall be entered against Debtor Lev Goldfarb and Lydmila Rogalin, jointly and severally, in favor of Pelikhov on all counts of his Complaint Against Debtors and to Object to Dischargeability of Debt filed in Adversary Proceeding No. 16-01168, including Count I for Non-Dischargeability Pursuant to 11 U.S.C. § 523(a)(2)(A) (debt obtained by false pretenses, a false representation, or actual fraud), Count II for Non-Dischargeability Pursuant to 11 U.S.C. § 523(a)(2)(B) (debt obtained by use of a statement in writing that is materially false, respecting the debtor's or an insider's financial condition, made or published with intent to

deceive), and Count III for Non-Dischargeability Pursuant to 11 U.S.C. § 523(a)(4) (debt for fraud or defalcation while acting in a fiduciary capacity, embezzlement, or larceny).

2. Judgment shall be entered against Defendants Gold and Farb, Inc., Lev Goldfarb, Alexander Goldfarb, and Lydmila Rogalin, jointly and severally, in favor of Pelikhov on all counts of his Complaint in Removed Proceeding No. 16-01131, including Count I for Piercing the Corporate Veil, Count II for Breach of Fiduciary Duty, Count III for Breach of Contract, Count IV for Breach of Implied Covenant of Good Faith and Fair Dealing, Count V for Unjust Enrichment, Count VI for Fraudulent Misrepresentation, Count VII for Embezzlement, Count VIII for Conversion, Count IX for Civil Conspiracy, Count X for Accounting, and Count XI for violation of M.G.L. Ch. 156D, Section 16.04.

3. Damages are awarded to Pelikhov in the amount of One Hundred Thousand Dollars (\$100,000) together with accrued interest and legal costs and expenses (including reasonable attorneys fees) incurred by the Plaintiff, payable by Defendants jointly and severally.

4. Defendants irrevocably and fully waive any and all right to appeal this Judgment, to have it vacated or set aside, to seek or obtain a new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity or enforceability, nor shall this Judgment be dischargeable upon bankruptcy.

5. Defendants acknowledge that they have read this Judgment and have had it explained by counsel of their choosing, and fully understand it and agree to be bound thereby, and will not deny the truth or accuracy of any term or provision herein.

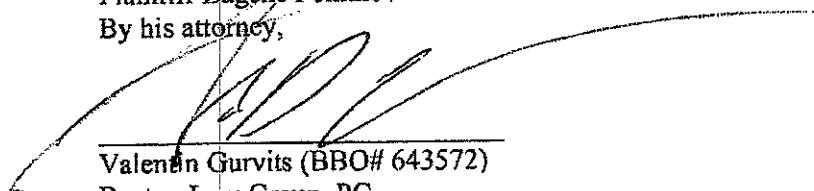
6. The undersigned counsel represent that they have been authorized to execute this Judgment on behalf of their respective clients as set forth below.

7. Until such time when the above captioned bankruptcy case is closed the U.S. Bankruptcy Court for the District of Massachusetts shall have exclusive jurisdiction over any action related to this Consent Judgment.

[Signatures follow on next page]

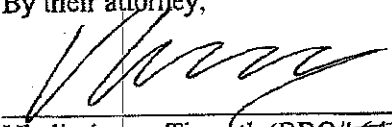
Respectfully submitted,

Plaintiff Eugene Pelikhov  
By his attorney,



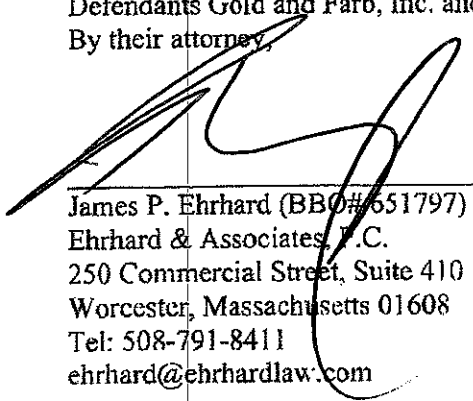
Valentin Gurvits (BBO# 643572)  
Boston Law Group, PC  
825 Beacon Street, Suite 20  
Newton Centre, MA 02459  
Tel: 617-928-1804  
vgurvits@bostonlawgroup.com

Debtors Lev Goldfarb and Lydmila Rogalin,  
By their attorney,



Vladimir von Timroth (BBO# 643553)  
Law Office of Vladimir von Timroth  
405 Grove Street, Suite 204  
Worcester, MA 01605  
Tel: 508-753-2006  
vontimroth@gmail.com

Defendants Gold and Farb, Inc. and Alexander Goldfarb  
By their attorney,



James P. Ehrhard (BBO# 651797)  
Ehrhard & Associates, P.C.  
250 Commercial Street, Suite 410  
Worcester, Massachusetts 01608  
Tel: 508-791-8411  
ehrhards@ehrhardslaw.com